

A. G. Contract No. KR93-1371TRN  
ECS File: JPA-93-90  
Project: RAM-600-1-538  
TRACS No. H 2400 07C  
Section: Pima Freeway  
(McDowell Rd. T.I.)

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

THIS AGREEMENT is entered into 28 October, 1993, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, acting by and through its TRIBAL COUNCIL (the "SRPMIC").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The SRPMIC is empowered to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the SRPMIC.

3. The State has in the current 5-Year Program a project to construct, the McDowell Road Traffic Interchange (T.I.), herein referred to as the "Project", to facilitate future Pima Freeway (101L) construction. In conjunction with said Project, the installation of sanitary sewer lines are necessary. The SRPMIC have agreed to pay actual cost of the sewer line materials required at the McDowell Road T.I., estimated at \$113,500.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>18164</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/28/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky V. Greenewald</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Call for bids and award one or more construction contracts to construct the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

b. Upon execution of this agreement, invoice the SRPMIC \$113,500.00, the estimated cost for the materials required to construct the sanitary sewer lines. Upon completion, submit to the SRPMIC, a detailed accounting and an invoice or reimbursement for the balance of the actual cost of materials for the sanitary sewer lines.

### 2. The SRPMIC will:

a. Review and approve design plans for the sanitary sewer lines prior to advertisement of the Project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the SRPMIC.

b. Be responsible for actual cost of materials for the sanitary sewer lines. Upon execution of this agreement and receipt of an invoice, remit to the State \$113,500.00, the estimated cost of materials for the sanitary sewer lines. Upon completion of the sanitary sewer lines, if required, remit payment upon receipt of a final invoice for the balance of the actual cost of materials for said sanitary sewer lines.

c. Upon completion of the Project, assume ownership and maintenance responsibilities for the sanitary sewer lines.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and final payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of the SRPMIC, and the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Frank Mertley, Community Manager  
Salt River Pima Maricopa Indian Community  
Route 1, Box 216  
Scottsdale, AZ 85256

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the State is authorized under the laws of this state to enter into this agreement and of the Salt River Pima-Maricopa Indian Community's legal counsel that the Salt River Pima-Maricopa Indian Community is authorized under the laws of the Salt River Pima-Maricopa Indian Community to enter into this agreement and by both that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**SALT RIVER PIMA MARICOPA  
INDIAN COMMUNITY**

**STATE OF ARIZONA**

Department of Transportation

By Ivan Makil 9/30/93  
IVAN MAKIL Date  
President

By Robert P. Mickelson  
ROBERT P. MICKELSON, P.E.  
Deputy State Engineer

~~CONCUR:  
BUREAU OF INDIAN AFFAIRS~~

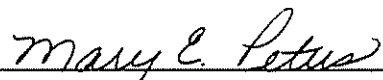
~~By \_\_\_\_\_ Date \_\_\_\_\_  
Salt River Agency  
Superintendent~~

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03AUG93~~

RESOLUTION

BE IT RESOLVED on this 22nd day of September 1993, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Salt River Pima Maricopa Indian Community, for the purpose of defining responsibilities for the payment of actual cost of sanitary sewer line materials required at the McDowell Road T.I.

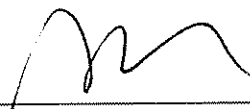
THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
for LARRY S. BONINE, Director  
Arizona Department of  
Transportation

APPROVAL OF  
THE SALT RIVER PIMA MARICOPA INDIAN COMMUNITY  
TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the SALT RIVER PIMA MARICOPA INDIAN COMMUNITY, and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this 28 day of September, 1993.

  
\_\_\_\_\_  
Tribal Attorney

SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY  
Route 1, Box 216  
Scottsdale, Arizona 85256

RESOLUTION No. SR-1592-93

WHEREAS, the Arizona Department of Transportation (ADOT) has a current project to construct the McDowell Road Bridge as a part of the Pima Freeway; and

WHEREAS, the construction of the bridge will require the installation of sanitary sewer lines as a part of the project; and

WHEREAS, the Community has previously agreed to fund the material costs for construction of the sewer line as a part of the Pima Freeway Right-of-Way Agreement; and

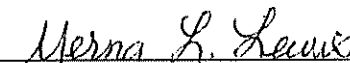
WHEREAS, the Salt River Pima-Maricopa Indian Community Council has reviewed the proposed Intergovernmental Agreement between the State of Arizona and the Salt River Pima-Maricopa Indian Community and commits \$113,500 for the cost of the sewer line that is a part of the McDowell Bridge project.

NOW, THEREFORE, BE IT RESOLVED by the Salt River Pima-Maricopa Indian Community Council that it authorizes the President or Vice President to execute the Intergovernmental Agreement for and in behalf of the Community.

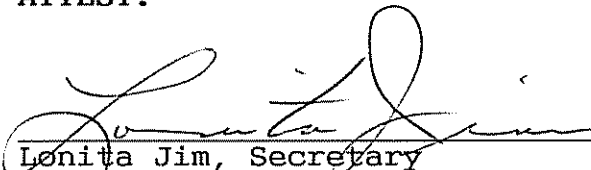
C E R T I F I C A T I O N

Pursuant to the authority contained in Article VII, Section 1 (h) of the Constitution of the Salt River Indian Community, ratified by the Tribe, February 28, 1990, and approved by the Secretary of the Interior, March 19, 1990, the foregoing resolution was adopted this 15th day of September, 1993, at a duly called meeting held by the Community Council in Salt River, Arizona at which a quorum of 8 members were present by a vote of 5 for; 3 opposed; 1 excused.

SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY COUNCIL

  
Merna L. Lewis, Vice President

ATTEST:

  
Lonita Jim, Secretary



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-1371-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18<sup>th</sup> day of October, 1993.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

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